

COOPERATIVE AGREEMENT
Between
STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE
MEDICAL CARE PROGRAMS
and
STATE DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
for
STATE OF MARYLAND

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anatory WHEREAS, the Medical Assistance Program, State Department of Health and Mental Hygiene (hereinafter "the Program") is established pursuant to 42 U.S.C. §1396 et seq., and Article 43, §42, Annotated Code of Maryland, for the purpose of providing comprehensive health care services to certain eligible indigent and medically indigent residents of the State of Maryland, and

WHEREAS, the Division of Vocational Rehabilitation of the State Department of Education (hereinafter "the Division") is established, pursuant to Education Article, Title 21, §21-301 through 404, Annotated Code of Maryland, as the official state agency in Maryland for the provision of services necessary to enable vocationally handicapped individuals to engage in gainful employment, and

WHEREAS, there are many individuals residing in the State of Maryland who are eligible for the benefits of both programs,

THEREFORE, this Cooperative Agreement is entered into between the Program and the Division in order to establish the means for practical working relationships between the two agencies for the purpose of providing maximum medical and rehabilitative services to the handicapped residents of the State of Maryland.

In consequence of the foregoing, the parties hereto mutually agree to the following:

1. The Program will provide the first dollar whenever medical services are provided to eligible persons of the Program and of the Division.

2. That when the Division has a client who may be eligible for Medical Assistance benefits, that client will be referred to his or her local Department of Social

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Services to make application for such benefits.

3. That the Division will refer its clients who are also eligible for Medical Assistance benefits to providers of service who are participating in the Medical Assistance Program.

4. That the Division, through its local departments, will encourage Medical Assistance - eligible clients under the age of 21 to seek preventive health care services available under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program from providers certified by the Program to provide EPSDT services.

5. That the Program will make payment to such providers, at its established rates, for services covered by the Program and rendered to eligible individuals.

Prohibitions
on
Additional
Payments

6. That when the Program makes payment to a provider for a covered service, no additional payment for such service may be received by the provider from the eligible individual or from any other source, except for such recoveries as may be allowed pursuant to the regulations and guidelines of the Program (eligible individuals may contribute \$.50 to the cost of pharmaceutical products).

7. That the Program will keep the Division apprised, at all times, of those services which are available, pursuant to the Programs's regulations and guidelines, to eligible individuals.

Confiden-
tiality

8. That the Division will maintain the confidentiality, pursuant to Section 1902(a)(7) of the Social Security Act, 42 U.S.C., §1396 et seq., 45 C.F.R. §250.80(a)(6), and Article 43, §II, Annotated Code of Maryland, of the names and medical records of Medical Assistance recipients, and will not disclose such information except for purposes directly connected with the administration of the Medical Assistance Program. However, the Division may release information when the client requests in writing that his/her information be released to another party.

Liaison

9. That at all times during which this Agreement is in effect, each party hereto shall have appointed a Liaison Officer, and that for the original period of this Agreement, those Liaison Officers shall be, for the Program, Henry E. Schwartz, Special Attorney, and for the Division, Fredric G. Antenberg, Staff Specialist for Sheltered Workshops and Rehabilitation Facilities.

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10. That the responsibilities of said Liaison Officers shall include:

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Liaison
Responsi-
bilities

a. Keeping the other party apprised of planned or impending policy changes

b. Working with the other party to develop policy changes in such a way as to plan for the needs of the clients of both agencies

c. Working with the other party to implement policy changes in such a manner as to account for the needs of the clients of both agencies

d. To be available for consultation by the other party whenever there arises a problem in the relationship of the agencies, or whenever either party requires an explanation of policies or procedures of the other agency

e. To review this Cooperative Agreement each year, or sooner if there arise any problems in its operation, for the purpose of determining whether the existing Agreement requires modification in order to fully effectuate the intention of the parties as stated above.

11. That the terms of this Cooperative Agreement shall be in effect from April 16, 1979 until April 15, 1980, and that this Agreement shall subsequently be automatically renewed for successive one-year periods, unless 60 days notice is given by either party prior to the expiration of the Agreement.

12. That this Cooperative Agreement may be terminated by either party, at any time, upon 60 day notice given to the other party.

Agreed by:

Charles C. Putnam
Charles C. Putnam, Director
Medical Assistance Program

May 29, 1979
Date

John M. Cobun
John M. Cobun, Assistant State
Superintendent in Vocational
Rehabilitation

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

28 May of 1979

MD Sh. Approved
RO Approved 10/28/81 Effective 7/1/81
SEP 16 1981

Stefan J. Sfikas
S. STEFAN J. SFIKAS
Assistant Attorney General